

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE STATE OF MONTANA  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES NURSES'  
ASSOCIATION, MONTANA NURSES ASSOCIATION, ANA, AFL-CIO**

**THIS AGREEMENT** is made and entered into by and between the State of Montana, for and on behalf of the Department of Public Health and Human Services, party of the first part, hereinafter referred to as the "Employer," and the Montana Nurses' Association, party of the second part, hereinafter referred to as the "Association" or "Employee."

**ARTICLE 1  
PURPOSE**

- 1.1 The purpose of this Agreement is to establish the hours of employment, wages, and other conditions of employment of registered nurses at the Department of Public Health and Human Services, Public Health and Safety Division, and to adopt measures for the settlement of disputes should they arise, and to create and maintain an amicable relationship between the Employer and members of the Association.
- 1.2 It is further agreed that conditions contained herein related to registered nurses will apply to all of the employees of the bargaining unit except those excluded by mutual agreement by the parties, or by law. No employee will be hired or retained under less than the wages and conditions set forth in this Agreement.

**ARTICLE 2  
RECOGNITION & DUES CHECK-OFF**

- 2.1 The Employer recognizes the Association as the exclusive representative of all registered professional nurses employed in the department on a full-time or part-time basis, with the exception of the supervisors and those excluded by mutual agreement of the parties or by law, for the purpose of collective bargaining with respect to salaries, rate of pay, hours of employment, and other terms and conditions of employment and practice.

The Employer will deduct from an employee's paycheck the amount of Association dues upon the written and signed authorization of the employee. Such payment is not a condition of employment and authorization may be rescinded by the employee at any time. The Association will inform the Employer of the amount to be deducted and the address to which such dues are to be forwarded by the Employer. The Association will indemnify, defend, and hold harmless the Employer against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any check-off of Association dues.

The Employer will inform any new unit employee of the opportunity to have Association dues deducted from the paycheck of the employee.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 3.1 Employer retains all rights to manage, direct, and control its business in all particulars except as such rights are expressly and specifically modified or waived by the terms of this Agreement. The Association and its members recognize the prerogatives of the Employer to operate and manage its affairs to such areas as, but not limited to:
- a. directing employees;
  - b. hiring, promoting, transferring, assigning, and retaining employee, lay-off, suspension, termination, or other employment action;
  - c. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient, or non-productive;
  - d. maintaining the efficiency of government operations;
  - e. determining the methods, means, and personnel by which the Employer's operations are to be conducted;
  - f. taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency;
  - g. establishing the methods and processes by which work is performed;
  - h. assign work to employees in accordance with the requirements of the department as determined by management;
  - i. make and enforce reasonable rules for the maintenance of discipline.

### **ARTICLE 4**

#### **PROFESSIONAL RIGHTS**

- 4.1 The Employer agrees that all matters relating to the practice of nursing at the Public Health and Human Services Department will be in accordance with the Montana Nurse Practice Act.
- 4.2 The Association, on behalf of its members, agrees to cooperate with the Employer to attain and maintain full efficiency. The Employer recognizes that the nurses are professionals and have professional interests and concerns. Nursing and nursing

practice shall not be supervised exclusively by non-nursing supervisors and/or administrators. If requested by an employee, Employer will consult with a professional nurse within the department regarding the evaluation of nursing practices and nursing ethics.

- 4.3 The authorized representatives of the Montana Nurses Association shall have access to the premises of the Employer in order to investigate or conduct Association business so long as the work of the employees does not become interrupted. In addition, the Association representative will gain prior approval from the designated management official.

It is further understood that, due to the sensitivity of some areas within the Employer's operations, it shall be management's prerogative to determine what specific areas shall be made accessible to the representative.

- 4.4 The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by the terms of this Agreement, by notifying the Association of all new hires and terminations, without charge to the Association.
- 4.5 The internal business of the local unit shall be conducted by the employees during their non-duty hours. Selected and local unit officers or appointees shall be allowed a reasonable amount of paid time to investigate and pursue formal grievances.
- 4.6 The Employer shall give the Association and local unit advance notice and an opportunity to comment on any layoff, including a list of the employees affected.

The Employer shall ensure to the Association, the local unit and each employee reasonable access to an up-to-date policy manual of its rules, regulations, and policies on employment related matters. The Association and local unit shall be notified of any change or additions to personnel rules, regulations, and policies issued by the Employer sufficiently in advance to allow discussion and comment.

- 4.7 Whenever members of the local unit are scheduled by the Employer to participate during working hours in negotiations with respect to this Collective Bargaining Agreement, two members of the local unit shall be granted up to eight hours per biennium paid release time.

## **ARTICLE 5**

### **MANAGEMENT SECURITY**

- 5.1 It is agreed that the Employer and its employees are engaged in furnishing an essential public service which vitally affects the Public Health and Human Services safety, comfort and general well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. Neither the Association nor any of its officers, agents, or any employees covered by this

Agreement will instigate, promote, sponsor, or engage in any strike, picketing, boycotting, work stoppages, sit downs, or slow down strikes, or a concerted refusal to render services, or to work, or any other curtailment or restriction of work at any time during the term of this Agreement.

## **ARTICLE 6**

### **EQUALITY OF EMPLOYMENT OPPORTUNITY**

- 6.1 The Employer agrees that it will not discriminate against any nurse applicant or any nurse employee, either in hiring, promoting, or assigning to positions, or in regard to any other item or condition of employment, because of race, color, ancestry, religious or political belief, sex, age, marital status, or activity on behalf of the Association.
- 6.2 In accordance with the provisions of Title 49, Chapter 3, M.C.A., "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, ancestry, religious or political belief, sex, age, marital status, physical or mental handicap. Employer may not enter into any benefit plans such as retirement, pension, or insurance plans which may be construed as subterfuges to evade the purposes of the Code. The Employer may, however, enter into a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

## **ARTICLE 7**

### **CONDITIONS OF EMPLOYMENT**

- 7.1 A probationary period for all new employees and consultants for the purpose of evaluation shall be six months, but may be extended for a maximum of six additional and consecutive calendar months. Management must notify the employee in writing on or before the end of the established probationary period the reason why the probationary period has been extended and the time period of the new extension. Thereafter, the employees shall be classified as "permanent employees." The probationary period shall apply to all newly hired nurses even though they may have previously worked in another state department, or for a county or city.
- 7.2 A probationary employee is not allowed to grieve under the grievance procedure set forth in this contract.

## **ARTICLE 8**

### **HOURS OF WORK AND COMPENSATION**

- 8.1 Hours of work will be within a 40-hour workweek. Hours of work will normally be Monday through Friday, 8:00 a.m. to 5:00 p.m. or flexible hours within an eight-hour day, except in the case of emergency or unusual circumstances in which case such schedule may be changed by the Employer. The Employer and the employee may mutually agree to a regular work schedule other than eight-hour workdays.

8.2 It is agreed that all employees subject to this Agreement will be classified and paid in accordance with the Statewide Broadband Pay Plan Policy.

8.3 a. Employees will be granted time and one-half compensatory time or time and one-half pay for any hours over 40 in one week. In June of each year, employees will be required to designate whether they want to receive cash or time payment for hours over 40 in a week. Compensatory time off may be allowed only at a time mutually agreeable to the Employer and the employee. The final authority to allow compensatory time to be earned or taken rests with the Employer.

b. Compensatory time may be earned and accumulated up to a maximum of 120 hours at the end of any pay period.

c. Compensatory time earned and taken shall be recorded in increments of not less than 30 minutes.

d. Upon termination from the State, unused compensatory time will be paid in the employee's final paycheck.

e. Compensatory time earned is the time worked by an exempt employee beyond the work week as defined in Section 8 of this Agreement.

f. Compensatory time off is defined as an authorized absence granted to an exempt employee for previously earned compensatory time.

g. Travel time includes only those hours necessarily incurred in transporting an employee from one location to another and does not include those hours in which an employee is lodged. In determining time required to complete travel, true hours shall be considered ignoring geographical time zones.

h. If a travel schedule is established, other than management's preferred travel plan, primarily for the employee's convenience, then such travel time shall not count as work time beyond those total hours provided for in the management preferred plan.

i. If travel time is scheduled for other than the employee's normal work shift in the course of work assignments, then such travel time shall count as work time.

j. Whenever a travel assignment is not completed through use of public conveyances, the time required to consume meals for which State reimbursement is provided must not be considered in determining work time. Generally speaking, the deduction for meal time shall be one hour.

The Employer will attempt to equalize overtime among employees involved where the work is being performed.

No employee shall be relieved of duty during the regular shift hours in the basic workweek in order to compensate or offset overtime hours worked without the consent of the employee.

A holiday during a workweek will constitute a day worked when computing overtime for that week.

## **ARTICLE 9**

### **SENIORITY**

- 9.1 Seniority means an employee's length of continuous service with the Employer, since the last date of hire and shall be computed from the date the employee began regular uninterrupted service with the department.

Seniority shall be considered unbroken for:

- a. Lay off;
- b. L.W.O.P. per Article 12. 1f not in excess of 60 days;
- c. illness or educational leave; and
- d. military service as defined by State law and Department of Administration rules.

Experience, qualifications, capabilities, and seniority shall be the controlling factors for promotions, and the filling of new or vacated positions covered by this contract.

- 9.2 Layoff. In the event of a layoff within a job classification, probationary employees within the job classification of the state shall be laid off first without regard to their individual employment. Non-probationary employees shall be the next to be laid off on the basis of their seniority.
- 9.3 An employee scheduled to be laid off in one area of nursing may fill a vacant position in another area of nursing which the employee has the ability to perform. Seniority shall prevail in assigning employees scheduled to be laid off to such vacant positions.
- 9.4 Recall. Whenever a vacancy occurs in a job classification, employees from that area who are on layoff in that classification shall be recalled in accordance with their seniority in the reverse order in which they were laid off. That Employer shall notify such employees to return to work by certified mail (a return receipt requested) and furnish the Association a copy of such notification; and if the employee fails to notify the Employer within five days of his or her intention to return to work, such employee shall be considered as having forfeited his or her right to return to work. If a vacancy occurs in a job classification where no employee in that classification from that

clinical area has recall right, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work; and if not, the next senior employee will be recalled, and so on.

## **ARTICLE 10**

### **VACANCIES AND PROMOTIONS**

- 10.1 When a vacancy or newly created position occurs, the Employer shall prepare a job opening notice and send it to each bureau to be posted. The notice will be posted in a specific place designated for job opening notices and shall state where interested employees are to make applications and the cut-off date for application submittals.
- 10.2 The Employer will ensure that all applications are considered in the selection process. All unsuccessful certified applicants for a particular position shall be so notified upon completion of the selection process.

## **ARTICLE 11**

### **HOLIDAYS**

- 11.1 The following are legal holidays in the State of Montana:

|                                   |                          |
|-----------------------------------|--------------------------|
| New Year's Day .....              | January 1st              |
| Martin Luther King, Jr. Day ..... | 3rd Monday of January    |
| President's Day .....             | 3rd Monday in February   |
| Memorial Day .....                | Last Monday in May       |
| Independence Day .....            | July 4th                 |
| Labor Day .....                   | 1st Monday in September  |
| Columbus Day .....                | 2nd Monday in October    |
| Veterans' Day .....               | November 11th            |
| Thanksgiving Day .....            | 4th Thursday in November |
| Christmas Day .....               | December 25th            |
| State General Election Day .....  | In Even Numbered Years   |

- 11.2 Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday or the Monday following a legal holiday falling on a Sunday.

For all other employees the legal holiday shall be those itemized under 11.1 above.

- 11.3 Permanent part-time employees are entitled to pro rated holiday benefits if they have regularly scheduled work assignments and normally work at least 40 hours each pay period.

## **ARTICLE 12**

### **LEAVES**

- 12.1 Employees of the bargaining unit are entitled to sick leave benefits as set forth for all State employees in the Montana Code Annotated, and as pronounced by the Department of Administration in its Administrative Manual.
- a. Sick leave taken in excess of earned sick leave can be charged to earned and available annual leave at the employee's option. Sick leave taken in excess of earned sick leave can be charged to leave-without-pay with the Employer's approval provided there is not annual leave available to the employee. Sick leave charges and credits will be charged to the nearest full hour.
  - b. An employee will inform his/her supervisor when illness prevents him/her from reporting to duty.
  - c. An employee's immediate supervisor may, at their discretion, require written substantiation from the employee of any sick leave charged against the employee's sick leave credits.
  - d. Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with Section 2-18-619, M.C.A.
  - e. Members of this bargaining unit will be granted maternity or paternity leave according to the provisions set forth in Sections 49-2-310 through 49-2-311, M.C.A. Employees shall be granted military leave as prescribed by Section 10-1-604, M.C.A., and as per state policy.
  - f. Leave-Without-Pay. A leave of absence without pay may be granted by the Employer upon written request of the employee. The request shall state the approximate length of time off the employee requires. Any accrual of annual leave and sick leave on record at the time of a leave of absence without pay may be retained by the employee up to those time limits prescribed by the state law, and state policy.

## **ARTICLE 13**

### **PROFESSIONAL CONFERENCE COMMITTEE**

- 13.1 The purpose of this Committee will be to facilitate communications and cooperation between professional nurses and Management; to establish a forum for open discussion of mutual concerns; to identify problem areas between nurses and other personnel in the department; and to improve understanding of problems and needs of professionals and management. The Committee shall not take the place of the grievance procedure.



- 13.2 The Committee shall consist of no more than two management persons selected by the director and no more than two employees selected by the Association. Committee meetings must be approved in advance by the director upon submission of a written agenda from Committee members.
- 13.3 Meetings of the Committee may be called by either management or employee members of the Association, who agree to meet at a date and time mutually agreeable. The meetings may be held within the Employer's offices. Employees who are members of the Committee will be compensated for their attendance if they are regularly scheduled to work during the time set for the meeting. Meetings will be limited to two hours in length and will not exceed one meeting per calendar quarter.
- 13.4 The Committee shall be advisory and consultative in nature and may make recommendations to administration.

## **ARTICLE 14**

### **STAFF DEVELOPMENT AND EDUCATION**

#### **14.1 Continuing Education:**

##### **Eligibility Criteria**

- a. A nurse shall be entitled to a minimum of 24 hours leave with pay each fiscal year, provided funds are available, to attend courses, institutes, workshops, seminars, or other meetings of an educational nature of his/her choice provided the following criteria are met:
1. The nurse applies two weeks in advance specifying the educational program he/she wishes to attend.
  2. The nurse can justify the job related benefits of the educational program.
  3. Management must approve, in writing, to enable the nurse to attend.

#### **14.2 Educational Leave:**

- a. All employees in the Department of Public Health and Human Services will be given equal consideration when applying for educational leave. However, the pertinence to each employee's profession and position within the Department of Public Health and Human Services will be a factor in consideration of the application.
- b. If the Department of Public Health and Human Services requires the nurse to attend an educational seminar or meeting, the nurse shall return to at least their original classification.

- c. If a nurse is denied educational leave, the reason shall be justified in writing. The nurse shall be allowed an interview with those members of management who denied the educational leave. If the nurse is not satisfied with management's response, the nurse may grieve the issue via the grievance procedure provided for in this Agreement.

## **ARTICLE 15**

### **EVALUATION**

- 15.1 An employee may request and receive a copy of his/her current job profile at any time.
- 15.2 When performance evaluations are prepared by the employee's immediate supervisor and the next higher supervisor, a copy of the results of the combined evaluation shall be transmitted to the employee.
  - a. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance evaluation form, the statement shall be attached to the performance evaluation form in the personnel file.
  - b. If an employee disagrees with the performance evaluation and desires a review by a higher authority, he/she may process their objective through the grievance procedure.
  - c. At any time the employee shall have the right to examine the contents of their personnel file.

## **ARTICLE 16**

### **VACATIONS**

- 16.1 Employees of the bargaining unit are entitled to vacation leave benefits as set forth for all State employees in Section 2-18-611, 612, 614, 615, 616, 617, and 621, M.C.A.
- 16.2 In the event of an employee's death, unused earned vacation time will be paid to the employee's heirs at the employee's regular rate of pay, provided the required state form has been completed and made a part of the employee's personnel file.
- 16.3 The dates when employees' vacations will be granted will be determined by agreement between each employee and the department, with regard to seniority and the best interest of the Employer.

**ARTICLE 17**  
**TERMINATION OF EMPLOYEE**

- 17.1 The Employee is to give at least 14 days written notice of intended resignation.
- 17.2 The Department shall give a nurse 14 days written notice prior to termination of employment unless said termination is for just cause. Each employee terminated shall be issued a letter containing the reasons for termination.

**ARTICLE 18**  
**GRIEVANCE AND ARBITRATION**

- 18.1 Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions or interpretation or application of terms and provisions of this Agreement.

Step 1. Any grievance, controversy or dispute arising over the operation of this Agreement shall first be taken up with the employee or employees and his/her immediate supervisor within 10 days of such grievance.

Step 2. If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the department personnel director, in writing, within 10 days of Step 1, who will attempt settlement.

Step 3. If no settlement can be reached at Step 2, it shall be presented in writing to the director of the Department of Public Health and Human Services or his/her designee, within 10 days of Step 2, and settlement shall be made.

Step 4. Should the aggrieved employee or employees and the Association consider the decision of the director or his/her designee and the State Office of Labor Relations to be unsatisfactory, the Association shall, within 10 days of receipt of such decision, notify the director or his/her designee in writing, of its intention to have such grievance referred to arbitration.

- 18.2 In the event of a job classification related grievance, the grievance shall be submitted according to the rules and regulations of the Board of Personnel Appeals for resolution.
- 18.3 Where questions arise as to the matter falling under the jurisdiction of the Board of Personnel Appeals or referred to arbitration, the matter shall be referred to the Board for decision.

- 18.4 Within 10 days after such written notice of intention is delivered to the director, the Association and the State shall call on the Federal Mediation and Conciliation Service to provide a list of five persons from either the American Arbitration Association or the National Academy of Arbitrators.
- 18.5 Each party shall be entitled to strike two names from the list in alternate order and the name remaining shall be the arbitrator. The arbitrator shall consider the grievance, if possible, within 15 days of selection and shall render a decision within 15 days of the hearing and that decision shall be final and binding.
- 18.6 Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.
- 18.7 During the processing of any matter under this, or the preceding steps, the Association agrees not to strike, render unfair reports, or cause slow downs, and the Employer agrees not to lock out employees represented by the Association.
- 18.8 Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement of the rights and constraints created by the above grievance and arbitration clause.
- 18.9 No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

#### **ARTICLE 19**

#### **SAVINGS CLAUSE**

- 19.1 If any provision of this Agreement or the application of such provision shall, in any court or by other governmental action be held invalid, the remaining provisions and their application will not be affected.

#### **ARTICLE 20**

#### **PUBLIC EMPLOYEES RETIREMENT SYSTEM**

- 20.1 The existing program shall continue in full force and effect in accordance with Title 19, Chapter 3, M.C.A.

#### **ARTICLE 21**

#### **TERM**

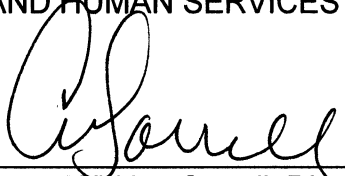
- 21.1 The term of this contract will be from July 1, 2009, through June 30, 2011. If either party wishes to renegotiate, it shall give written notice to the other party, at least 60 days before its expiration date, of its intention to terminate, amend, or modify the Agreement. If the Association gives such notice, it agrees to notify the Chief of the

State Office of Labor Relations in writing of such requested negotiations and at the same time to also notify the department.

- 21.2 It is agreed that the State and Association will re-open negotiations on applicable economic issues sufficiently in advance of the Executive Budget Submittal to insure time for negotiations to take place. Such budgetary negotiation will be deemed completed in good faith when the negotiated results are submitted to the next legislature in the executive budget, by bill or resolution.
- 21.3 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or not specifically referred to or covered in this Agreement even though such subject or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.
- 21.4 The Association agrees to notify the State Office of Labor Relations, in writing, of the results of their ratification process regarding this Agreement.

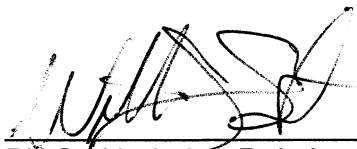
IN WITNESS WHEREOF the parties hereby affix their signatures as of this 9<sup>th</sup> day  
of August 2010

FOR: STATE OF MONTANA  
DEPARTMENT OF PUBLIC HEALTH  
AND HUMAN SERVICES

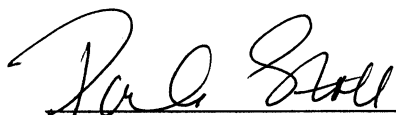


Anna Whiting Sorrell, Director  
Department of Public Health and  
Human Services

FOR: DPHHS NURSES' ASSOCIATION,  
MONTANA NURSES ASSOCIATION,  
ANA, AFL-CIO



Bill Smith, Labor Relations Director  
Montana Nurses Association



Paula Stoll, Chief  
State Office of Labor Relations

## **ADDENDUM A - PAY SCHEDULE**

As provided in section 2-18-703 MCA the Employer contribution for group health benefits is \$626 a month from July through December 2009, \$679 a month from January through December 2010 and \$733 a month from January through June 2011.

### **State of Montana**

#### **Broadband Pay Schedule**

**July 1, 2009 through June 30, 2011**

|                 | <b>HOURLY</b>                  |                                | <b>ANNUAL</b>                  |                                |
|-----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Pay Band</b> | <b>Minimum<br/>Base Salary</b> | <b>Maximum<br/>Base Salary</b> | <b>Minimum<br/>Base Salary</b> | <b>Maximum<br/>Base Salary</b> |
| 01              | \$7.885                        | \$14.763                       | \$16,400                       | \$30,709                       |
| 02              | \$7.549                        | \$18.296                       | \$15,702                       | \$38,057                       |
| 03              | \$9.400                        | \$21.122                       | \$19,552                       | \$43,935                       |
| 04              | \$11.230                       | \$24.852                       | \$23,359                       | \$51,693                       |
| 05              | \$12.250                       | \$34.856                       | \$25,480                       | \$72,502                       |
| 06              | \$14.700                       | \$41.862                       | \$30,576                       | \$87,073                       |
| 07              | \$18.777                       | \$54.745                       | \$39,057                       | \$113,870                      |
| 08              | \$24.489                       | \$66.233                       | \$50,939                       | \$137,766                      |
| 09              | \$40.106                       | \$111.046                      | \$83,421                       | \$230,977                      |

**ADDENDUM B**  
**Montana Nurses Association**  
**and**  
**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**  
**Public Health Nurses**

This agreement represents the parties' full and complete agreement for all provisions of the Broadband Pay Plan for the term of this contract.

**Section 1. Occupational Pay ranges.** Registered nurses will be paid in accordance with the Department of Administration 2006 market analysis. The occupational pay range, effective October 1, 2007 is:

| Job Code | Title               | Pay Band | Hourly / Annual | Entry    | Market   | Maximum  |
|----------|---------------------|----------|-----------------|----------|----------|----------|
|          |                     |          | Hourly          | \$20.35  | \$25.44  | \$30.53  |
| 291616   | Registered Nurse    | 06       | Annual          | \$42,336 | \$52,920 | \$63,504 |
|          |                     |          | Hourly          | \$24.44  | \$32.59  | \$40.74  |
| 291627   | Nurse Practitioner* | 07       | Annual          | \$50,845 | \$67,793 | \$84,741 |

\* *Position is currently under classification review.*

Effective October 1, 2007, no employee will be paid less than 80% of the market rate above. These market rates will be in effect for the term of this agreement.

**Section 2. Lump-sum payment.** All full-time employees whose base pay is \$45,000 or less annually will receive a one-time lump-sum payment of \$450 for the first full pay period after July 1, 2009. All part-time employees who are regularly scheduled to work 20 hours or more per week and whose base pay is \$21.635 per hour or less will receive a one-time lump-sum payment of \$225 for the first full pay period after July 1, 2009.

**Section 3. Disciplinary Action.** Any employee with formal written disciplinary action in their file will not be eligible for an increase in Section 3, b until the disciplinary letter is removed from his/her file.

**Section 4. Longevity.** All calculations are base rates and not inclusive of longevity.

**Section 5. Hiring rates.** Employees new to state government will typically be hired at the entry for the occupation. In determining a new employee's hiring rate above entry, the Division Administrator, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; the Division's ability to pay; and the competitive labor market.

**Section 6. Training assignments.** The Division Administrator or designee may establish written training assignments to enable an employee to gain the additional



experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

**Section 7. Strategic Pay.** Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis to address difficulties in recruitment and retention. All strategic pay adjustments require prior approval of the Director of DPHHS.

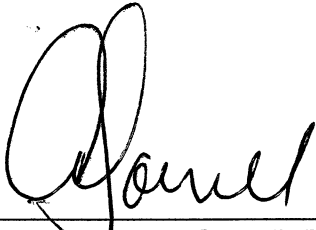
**Section 8. Situational Pay.** Situational pay may be awarded based on unusual or unexpected circumstances that occur regarding vacancies, additional workload, special projects on a temporary bases, or serving in an acting lead worker or supervisory capacity. The Department may consider situational pay on a case-by-case basis.

Entered into agreement this 9<sup>th</sup> day of August 2010

FOR: STATE OF MONTANA



Paula Stoll, Chief  
State Office of Labor Relations



Anna Whiting Sorrell, Director  
Department of Public Health  
and Human Services

FOR: MONTANA NURSES'  
ASSOCIATION



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Montana Nurses' Association

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